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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**OAKLAND DIVISION**

LIGHTHOUSE FOR THE BLIND AND  
VISUALLY IMPAIRED, on behalf of itself  
and all others similarly situated, ANGELA  
GRIFFITH, on behalf of herself and all others  
similarly situated, LISA MARIA MARTINEZ,  
on behalf of herself and all others similarly  
situated, JOSH SAUNDERS, on behalf of  
himself and all others similarly situated,  
SHANA RAY, on behalf of herself and all  
others similarly situated, and JENNIFER  
WESTBROOK, on behalf of herself and all  
others similarly situated,

Plaintiffs,

v.

REDBOX AUTOMATED RETAIL, LLC,  
AND SAVE MART SUPERMARKETS,

Defendants.

**Case No. C12-00195 PJH**

**(PROPOSED) ORDER GRANTING  
FINAL APPROVAL OF CLASS  
SETTLEMENT AND DISMISSING  
CLAIMS**

Date: December 17, 2014  
Time: 9:00 AM PST  
Place: Courtroom 3- 3<sup>rd</sup> floor, 1301 Clay  
Street, Oakland, CA 94612  
Judge: Hon. Phyllis J. Hamilton

1 This matter came on for hearing on December 17, 2014 in Oakland, California. The  
 2 Court has considered the class settlement agreement and release (“Agreement”), the record in the  
 3 action, and the arguments and authorities of counsel. Good cause appearing,

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

5 1. This Final Judgment and Order incorporates by reference the definitions in the  
 6 Settlement Agreement and all terms defined therein shall have the same meaning in this Order as  
 7 set forth in the Settlement Agreement.

8 2. The Court has jurisdiction over the subject matter of the action, the class  
 9 representatives, all other class members, Defendant Redbox Automated Retail, LLC (“Redbox”),  
 10 and Defendant Save Mart Supermarkets (“Save Mart”).

11 3. The Court finds that the notices disseminated regarding the pendency of this  
 12 action and this settlement are the best practicable under the circumstances and fully complied  
 13 with the requirements of Federal Rule of Civil Procedure 23 and with due process.

14 4. The Court approves the settlement as set forth in the Agreement and finds that the  
 15 settlement is in all respects fair, reasonable, adequate and just to the Settlement Class Members.

16 5. The Settlement Class is hereby finally certified pursuant to Federal Rule of Civil  
 17 Procedure 23(a) and (b)(3). The Settlement Class is defined as:

18 All Legally Blind individuals who, due to the visual interface utilized at the  
 19 Redbox Kiosks located in California, have attempted but were unable to access  
 20 the products or services available at Redbox Kiosks located in California, or  
 21 were deterred from accessing those products or services at the Redbox Kiosks in  
 22 California, between January 12, 2010 and November 12, 2014. “Legally Blind”  
 23 individuals include all persons with visual impairments who meet the legal  
 24 definition of blindness in that they have a visual acuity with correction of less  
 25 than or equal to 20 x 200 in the better eye, or they have a visual field limitation  
 26 such that the widest diameter of the visual field, in the better eye, subtends an  
 27 angle no greater than 20 degrees, as measured with a Goldmann III4e or  
 28 equivalent size stimulus. Some people who meet this definition have limited  
 vision. Others have no vision.

6. The Court adjudges that the payment of \$1,200,000 to the Settlement Class  
 pursuant to section 11.1 of the Agreement is fair, reasonable, and adequate, and said payment  
 shall be made pursuant to the terms of the Agreement. The Court adjudges that the service

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award payments of \$10,000 to each class representative pursuant to section 9 of the Settlement Agreement are fair, reasonable, and adequate, and said payments shall be made pursuant to the terms of the Agreement. The Court adjudges that the payment of \$85,000 to the Lighthouse for the Blind and Visually Impaired pursuant to Section 8.3 of the Settlement Agreement for monitoring Defendants' compliance with the Agreement is fair, reasonable, and adequate, and said payment shall be made pursuant to the terms of the Agreement. The Court shall enter a separate order awarding reasonable attorneys' fees and costs pursuant to Section 14 of the Agreement.

7. The Lawsuit and all claims asserted in the Lawsuit are dismissed with prejudice as to the Named Plaintiffs and Settlement Class Members. Notwithstanding the foregoing, this Judgment does not dismiss any of the individual claims for monetary damages asserted by any person who has validly and timely opted out of the monetary relief portion of the Agreement as provided for in section 12 of the Agreement.

8. The Court retains jurisdiction over the class action, the Named Plaintiffs, the class, and Defendants for a period of forty-two months from the Effective Date of the Agreement to interpret and enforce the Agreement.

9. The Agreement and this Judgment are not admissions of liability or fault by either the Redbox Parties and/or the Save Mart Parties, or a finding of the validity of any claims in the Lawsuit or of any wrongdoing or violation of law by either the Redbox Parties and/or the Save Mart Parties. Nothing in this Final Judgment shall be interpreted to prohibit the use of this Judgment (1) in a proceeding to consummate or enforce the Agreement or Judgment; (2) to defend against the assertion of Released Injunctive Claims or Released Damages Claims in any other proceeding, or; (3) as otherwise required by law.

IT IS SO ORDERED:

Dated: 12/17/14

PHYLLIS J. HAMILTON  
Judge of the United States District Court  
Northern District of California

